



Saturday, May 30 & Sunday, May 31 2015

FOOD VENDOR CONTRACT

With the City of Hampton, Virginia, By and through its Department of Parks & Recreation
(Please print or type)

This contract is made and entered into by and between the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia and the vendor indicated below:

Business Name _____
(Use Legal Name of business)

Contact Person _____

Address _____

City _____ State _____ Zip _____

Day Phone _____ Night Phone _____

E-mail _____

Type of Business: (corporation, partnership, sole proprietorship, etc.) _____

Self-Contained Unit (Size) _____

Or Tent (size) _____
(Maximum depth is 15 feet)

Vendor shall provide food and beverage items for purchase at the designated event as described in "Menu & Prices", in accordance with the terms and provisions of this contract. Vendor may only sell items approved by Hampton Parks and Recreation and must sell food as advertised on any banners at their booth, i.e.: if it says "Fresh Squeezed Lemonade" it must be fresh squeezed. In consideration of these mutual promises and covenants, vendor agrees to pay the City a vendor fee as designated in "Vendor Invoice" and City agrees to permit vendor to utilize designated space during the events as provided below.

**This contract shall commence for two (2) days only, May 31 and June 1
Application must be received by April 30, payment by May 9**

MENU & PRICES

All items must be listed. Attach a sheet if needed.

- | | |
|-----------|-----------|
| (1) _____ | (2) _____ |
| (3) _____ | (4) _____ |
| (5) _____ | (6) _____ |
| (7) _____ | (8) _____ |

A menu of items being sold and prices shall be conspicuously posted

In keeping with the City's green initiative and environmental concerns, Styrofoam use is NOT recommended, please consider the environment before purchasing items for the festival.

EQUIPMENT AND ELECTRICAL NEEDS

(Specific amps, number of outlets, 110V, 120V, etc., and all equipment using electricity)
It is very important that you list each item or appliance along with the appropriate amps.

We cannot accommodate 220V

Each vendor must bring their own extension cords.

A 3-wire grounded cord is recommended. Cords should be a minimum length of 50ft.

All extension cords should be appropriate for the equipment being used.

(Electricity is limited, please provide a quiet generator if possible and note it here)

*Preference given to those with generators

RULES & REGULATIONS

Insurance

You must provide an up-to-date (current on January 1, 2015) insurance policy certificate to us with General and Product Liability Limits of \$1,000,000. The policy must list the City of Hampton as additional insured, also need a separate endorsement naming City of Hampton, your agent should know what this means. We must have a copy of this certificate no later than April 5, 2013, please fax copy to 757-727-8313 and 757-727-1470.

Health Permit

You must complete the enclosed Virginia Department of Health Application for Temporary Restaurant Permit and fax it to the Health Department at 757-727-1227. Call 757-727-2570 if you have any questions. You cannot vend until you are pre-approved by the Department of Health so please take care of this promptly. **Applications are due no later than May 22, 2015.**

Sales Tax

Sales Tax Forms will be mailed to you from the Commissioner of Revenue. You must return these forms by the 20th of the following month after you complete vending. The City of Hampton Food and Beverage tax is 6.5%. If you have any questions or do not receive your form please

contact Candice Kelley at 757-728-5026. You need to notify the state to get your state forms. State tax is 5%. To receive your state tax form (which is due by the 20th of the following month) please call 804-367-8037.

Booth Information

If you are a new vendor to this festival, you must submit a picture of your booth or trailer with the application. Vendor must maintain the booth and surrounding area in conformity with all applicable sanitary and health laws and regulations. Vendors must provide their own disposal containers for charcoal, because of fire hazards it cannot be disposed of in trash dumpsters. Vendor is required to mark with bright colors any wires/ropes extending from their concession. Vendor is required to have their concession accessible or to make appropriate accommodations for patrons with disabilities. Acceptable structures are: frame tents (no stakes will be hammered into the street), trailers, wooden stands with tops and counters, or push carts. All vendor generators must be pre-approved by the City of Hampton. Hampton Parks and Recreation **does not provide any tables, chairs or** should be displayed.

All aisles and roadways shall be unobstructed during and after the event. All tents shall have a minimum of a 2A 10-B.C, portable fire extinguishers. Cooking tents must ALSO have one 40 BC fire extinguisher (Requiring a total of two fire extinguishers) NFPA 10.

All tents shall be anchored to withstand the elements of weather and collapse. Tents shall be labeled and certified as flame resistant. Combustible materials (hay straw, shavings, mulch, etc.) shall not be located in any tent. All cooking appliances or any devices with open flames or heating elements must not be within 10 feet of the tent. All fire extinguishers must be in a location, which is accessible and visible to all occupants of the tent for immediate use. All vendors must take precaution to keep the public from accessing cooking surfaces, open heating elements, steam trays or other cooking areas - may use tables, screens, etc. LP tanks (under 500 gallon water capacity) must be kept 10 feet away from cooking appliances or ignition sources with relief valves directed away from interior of tent. All compressed gas containers (LPG, Propane, Helium, Oxygen, etc. must be secured against falling. Tie-down, tie together, in a container, rack, etc) All tanks to be on a stable, firm, flat surface. NFPA 58: 2-4.1.3 Requires that all LPG tubing, piping and fittings be rated for LPG use. Tent flaps may not be down while appliances are in use. All LP connections must be "leak tested" before lighting appliances.

The use of "long matches" or "electric matches" is recommended to Light LP appliances. Do not leave LP appliances unattended while in use.

Site Position

Food Vendors will be located on both sides of Eaton Street, directly in front of Mill Point Park (selling from the street side – and prep area on the sidewalk side). I understand that locations will be assigned according to date of application, power availability, crowd control and product being sold. . **Food trucks and self contained vendors must set up Friday night. Set up is between 6:30pm-8:00pm on Friday, May 30, if you arrive later than 8:00pm we have the right to refuse your participation and no refund will be given. Saturday, May 31 set-ups may not begin before 6:00am, if you arrive later than 8:30am we have the right to refuse your participation in the event and no refund will be given.** A park representative will instruct you to your exact location Friday evening or Saturday morning.

Parking / Unloading & Loading

Vehicles are allowed to unload and load on Eaton Street. Please do not leave your vehicle unattended, unload and load as quickly as possible. **All vehicles must be out of the area no later than 9:00 AM SHARP!** Breakdown of your equipment must not start prior to 6pm Sunday. No vehicles will be allowed in festival area for loading until it is deemed appropriate

by Hampton Police Department. Please obey all traffic laws. Parking for the day is available at City Hall at the corner of Lincoln & Eaton Streets.

Trash, Oil Disposal & Water Access

Vendor is responsible for trash removal. Please make sure all boxes are broken down before disposing in the dumpster. Disposal of all used cooking oil and used water is the responsibility of the vendor. No disposal is allowed in the Park area. Illegal disposal will result in a fine for each occurrence. **If electricity and/or water are required, each vendor must provide his/her own outdoor use extension cords and food grade (potable) water hoses. You may not hook your water hose or extension cords to private residences. We must be respectful of the residents in the area.**

Inclement Weather

In the event that there are any questions regarding weather you may contact 311 in Hampton or 757-727-8311 outside Hampton. Our first call will be made to the 311 Call Center and then to each vendor to the phone number provided above. If you have any questions you may contact: Sara Hirschberg at 757-771-2514, Joanne Ross at 757-592-1116 or Cyndi Masterstaff at 757-592-3106.

Prohibited Items

- Consumption or possession of alcohol or controlled substances in Park.
- Dirty or unkempt booth or employees including any health department violations.
- Improper or hazardous disposal of charcoal.
- Language or behavior that is not appropriate for the family-oriented event.
- Other violation of the Rules and Regulations provided.

Non-Assignment

Vendor shall not assign its rights and duties under this contract without the prior written consent of the City.

Compliance with Laws

Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its work. Vendor represents that it possesses all necessary license and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall at all times observe all health and safety measures and precautions necessary for the sanitary and safe performance of Vendor's obligations hereunder.

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

Termination with Cause

In the event that Vendor shall for any reason or through any cause be in default of the terms of this contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth above. Vendor shall have ten days from the date such notice is mailed to cure the default. Upon Vendor's failure to cure the default, the City may immediately cancel and terminate this contract as of the mailing date of the default notice.

Modification

There may be no modification of this contract, except in writing, executed by the authorized representatives of the City and Vendor.

FAITH-BASED NON DISCRIMINATION

THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Hold Harmless

It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connections with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses or expenses, including reasonable attorney's fees and suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

My representatives and I agree to hold harmless the City of Hampton, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with my participation.

**Application is due by April 24, 2015.
Entries after this date only as space
and need allow and will be subject to
a \$75 late fee.**

FOOD VENDOR CONTRACT

I certify that the information I provide is true and correct and that I understand the rules and general information provided in this contract.

Further, I certify that representatives of my organization will abide by said rules and regulations.

My representatives and I agree to hold harmless the City of Hampton, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with my participation.

I understand that once I have been accepted; there will be no refund of my vendor fee. If I am not accepted as a vendor my fee payment will be returned to me.

I understand that I am responsible for properly parking my vehicle(s) and trailer unit during the event.

I understand that I must abide by the rules set forth regarding electrical and water usage and disposal of trash and that if I do not, fines will be assessed accordingly.

I understand that failure to adhere to these rules and regulations will result in the termination of my participation in future events.

I understand that if the event is cancelled because of inclement or hazardous weather, no refund will be issued after acceptance and no credit will be given toward future events.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below.

Signature of Vendor's Representative

Print Name

Date

Signature Parks & Recreation Representative

Print Name

Date



VENDOR INVOICE

Please remit the following fee paid by check* or money order payable to the **City of Hampton**. Your vendor fee is due no later than May 1th, 2015

Late vendor fees run the risk of not being admitted to festival.

Fees: \$500 per 10x10 or 8x12 space
\$650 for spaces larger than 12ft (maximum 20ft long x15ft deep)
\$800 - 21ft - 30ft (depth not to exceed 15ft).

**** We are no longer able to accept out of state checks, please send money order instead. MasterCard , Visa & cash are accepted at the address below. VA Checks may be mailed.***

\$_____ Vendor Fee

Mail or drop off fee:

City of Hampton
Parks & Recreation
International Children's Festival
22 Lincoln Street
Hampton, VA 23669
Applications may be faxed but an original copy is still needed.
757-727-8313

**If you have questions about this application
please call Sara at 757-727-6784
or email shirschberg@hampton.gov**

